

INTERLOCAL AGREEMENT

This Agreement is entered into on this _____ day of December, 2001, by and between the Lincoln Airport Authority, a political subdivision of the State of Nebraska, hereinafter referred to as "Airport Authority," and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City."

WHEREAS, Neb. Rev. Stat. § 3-504(6) (2000 Cum. Supp.) authorizes the Airport Authority to use, with the consent of the City, the services of agents, employees, and facilities of the City for which the Airport Authority may reimburse the City a proper proportion of the compensation or costs thereof; and

WHEREAS the Airport Authority desires to allow its Airport Authority police to write parking violations under Lincoln Municipal Code Chapter 10.32; and

WHEREAS, the City has services and facilities available for processing such parking violations and

WHEREAS, Lincoln Municipal Code §10.02.280 defines Police Officer or Traffic Officer as any person authorized by the City to direct or regulate traffic.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City authorizes any Airport Authority police officer certified as a law enforcement officer in the State of Nebraska as specified in Neb. Rev. Stat. § 81-1414 (Reissue 1999) to issue parking tickets for parking violations as described in Lincoln Municipal Code Chapter 10.32.

2. The Airport Authority shall use parking citations which contain the same information as found on parking citations used by the City. Said parking citation shall use an

alphanumeric numbering system consisting of and identifying number of six digits immediately preceded by a capital "A". In addition, the top of the parking citation shall be captioned "Lincoln Airport Authority Police".

3. The Airport Authority shall deliver all parking citations written to the City Violations Bureau no later than 4:30 p.m. on the next business day following the date of issuance of the parking citation.

4. The City shall, through the Violations Bureau, process said parking tickets as set forth in Lincoln Municipal Code §§ 10.06.090 et seq.

5. The Airport Authority shall pay the City an annual fee of Six Thousand Dollars (\$6,000.00). This fee shall be invoiced at the beginning of each City fiscal year to the Airport Authority. This payment shall be made annually until such time as the Airport Authority discontinues issuance of parking tickets for violations under Lincoln Municipal Code Chapter 10.32.

6. The Airport Authority shall save and hold harmless the City from all losses, claims, and damages arising out of any acts or omissions of the Airport Authority, its agents or employees in performance of this Agreement. Further, the Airport Authority agrees to defend the City, its agents or employees in any legal action arising out of the performance of this Agreement by the City, its agents or employees.

7. This Agreement shall be in force beginning December ____, 2001 and remain in effect until either party gives at least thirty days notice in writing to the other party of the termination of this Agreement. If the Agreement is terminated by the City, the City agrees to refund to the Airport Authority the portion of the annual payment from the date of termination to the last date of the City fiscal year during which the Agreement was terminated.

8. This Agreement may be amended only by written amendment approved by the governing bodies of the Airport Authority and the City.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by the respective duly authorized officers as indicated below.

Dated this _____ day of _____, 2001.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Don Wesely, Mayor

Dated this _____ day of _____, 2001.

ATTEST:

LINCOLN AIRPORT AUTHORITY

Secretary

Chairman

APPROVED AS TO FORM:

Johnson & Baker, P.C.
Legal Counsel for the Airport Authority
of the City of Lincoln, Nebraska

APPROVED AS TO FORM:

City Attorney